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ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

May 26, 1995

Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of a Supplement No. 6 to Assignment and Security Agreement (Chattel Mortgage), dated as of May 31, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of May 31, 1994 duly filed under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the railroad equipment being RELEASED from the Security Agreement is set forth on Schedule I attached to Supplement No. 6 and the Equipment being ADDED to the Security Agreement is set forth on Schedule 2 attached to Supplement No. 6.

Counterparts - Betty [unclear]

Mr. Vernon A. Williams
May 26, 1995
Page Two

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

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**SUPPLEMENT NO. 6
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

SUPPLEMENT No. 6 to the ASSIGNMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE) dated as of May 31, 1994, as amended by the Amendment to Security Agreement dated as of the date hereof (the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to: (i) release from the Secured Party's Lien created under the Security Agreement certain of the Collateral which the Debtor has assigned and granted a security interest in to the Secured Party, and (ii) more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Collateral is hereby amended by deleting therefrom, and the Secured Party hereby releases, and terminates its Lien on and security interest in, and all of its right, title and interest, in and to, the following properties described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) all those certain railroad tank cars and covered hopper cars described on Schedule 1 hereto (collectively, the "Released Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions for, replacements of, and additions, improvements and accumulations to, any and all of said Released Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without

limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Released Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule 1 hereto (each such lease, including all amendments, riders supplements, other modifications and schedules thereto, a "Released Lease"), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Released Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Released Equipment) and all Proceeds of any thereof.

3. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 3(a) and 3(b) hereof and all Proceeds thereof:

(a) All those certain railroad tank cars and covered hopper cars described on Schedule 2 hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every Lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 3(a) hereof, including, without limitation, the leases specified on Schedule 2 hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned

Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

4. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule 1 hereto shall be deemed a deletion from, and the properties described in paragraphs 2(a) and 2(b) hereof shall cease to be a part of, Schedule I to the Security Agreement. Schedule 2 hereto shall be deemed an addition to, and the properties described in paragraphs 3(a) and 3(b) hereof shall become part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this day of May, 1995.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell
Title: Senior Vice President
Finance

FLEET BANK

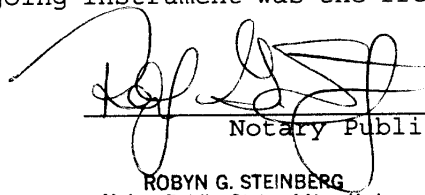
By: 

Name: John M. Tuohy
Title: Assistant Vice President

[Signature Page to Supplement No. 6 to Fleet Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)


On this 25th day of May, 1995, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides at Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of May, 1995, before me, personally appeared John M. Tuohy, to me known, who being by me duly sworn, says that he resides at New York, New York and is Assistant Vice President of FLEET BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

ALICE BLUMBERG
Notary Public, State of New York
No. 01BL5026266
Qualified in New York County
Commission Expires April 18, 1996

23-May-95

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SCHEDULE 1
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES		TOTAL CARS
	CONTRACT/ RIDER	CAR IDENT	
FINA OIL AND CHEMICAL COMPANY	58570035	ACFX 69245	
	58570035	ACFX 69246	
	58570035	ACFX 69247	
	58570035	ACFX 69248	
	58570035	ACFX 69249	
	58570035	ACFX 69250	
	58570035	ACFX 69251	
	58570035	ACFX 69252	
	58570035	ACFX 69253	
	58570035	ACFX 69254	
	58570035	ACFX 69255	
	58570035	ACFX 69256	
	58570035	ACFX 69257	
	58570035	ACFX 69258	
	58570035	ACFX 69259	
	58570035	ACFX 69260	
	58570035	ACFX 69261	
	58570035	ACFX 69262	
	58570035	ACFX 69263	
	58570035	ACFX 69264	
	58570035	ACFX 69265	
	58570035	ACFX 69266	
	58570035	ACFX 69267	
	58570035	ACFX 69268	
	58570035	ACFX 69269	
	58570035	ACFX 69270	
	58570035	ACFX 69271	
	58570035	ACFX 69272	
	58570035	ACFX 69273	
	58570035	ACFX 69274	
	58570035	ACFX 69275	
	58570035	ACFX 69276	
	58570035	ACFX 69277	
	58570035	ACFX 69278	
	58570035	ACFX 69279	
	58570035	ACFX 69280	
	58570035	ACFX 69281	
	58570035	ACFX 69282	
	58570035	ACFX 69283	
	58570035	ACFX 69284	
	58570035	ACFX 69285	
	58570035	ACFX 69286	
	58570035	ACFX 69287	
	58570035	ACFX 69288	
	58570035	ACFX 69289	
	58570035	ACFX 69290	
	58570035	ACFX 69291	
	58570035	ACFX 69292	
	58570035	ACFX 69293	
	58570035	ACFX 69294	
FINA OIL AND CHEMICAL COMPANY			
TOTAL			

23-May-95

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SCHEDULE 2
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
AG PROCESSING, INC	56650022	ACFX	95735
	56650022	ACFX	95736
	56650022	ACFX	95737
	56650022	ACFX	95738
	56650022	ACFX	95739
	56650022	ACFX	95740
	56650022	ACFX	95741
	56650022	ACFX	95742
	56650022	ACFX	95743
	56650022	ACFX	95744
	56650022	ACFX	95745
	56650022	ACFX	95746
	56650022	ACFX	95747
	56650022	ACFX	95748
	56650022	ACFX	95749
	56650022	ACFX	95750
	56650022	ACFX	95751
	56650022	ACFX	95752
	56650022	ACFX	95753
	56650022	ACFX	95754
	56650022	ACFX	95755
	56650022	ACFX	95756
	56650022	ACFX	95757
	56650022	ACFX	95758
	56650022	ACFX	95759
	56650022	ACFX	95760
	56650022	ACFX	95761
	56650022	ACFX	95762
	56650022	ACFX	95763
	56650022	ACFX	95764
	56650022	ACFX	95765
	56650022	ACFX	95766
	56650022	ACFX	95767
	56650022	ACFX	95768
	56650022	ACFX	95769
	56650022	ACFX	95770
	56650022	ACFX	95771
	56650022	ACFX	95772
	56650022	ACFX	95773
	56650022	ACFX	95774
	56650022	ACFX	95775
	56650022	ACFX	95776
	56650022	ACFX	95777
	56650022	ACFX	95778
	56650022	ACFX	95779
	56650022	ACFX	95780
	56650022	ACFX	95781
	56650022	ACFX	95782
	56650022	ACFX	95783
AG PROCESSING, INC			49
TOTAL			49